

# CONTRACT OF EMPLOYMENT

## KNOW ALL MEN BY THESE PRESENTS:

This contract of employment entered into by and between AMB. LAURO BASA, of legal age, Filipino, married/single, assigned as AMBASSADOR at the Philippine Mission to the UN and residing at 15 East 60th St. New York NY 10021 hereinafter referred to as the **Employer**, and MARICHA BAOANAM, of legal age, Filipino, married/single, and hereafter referred to as **Employee**.

## WITNESSETH THAT

1. The Employer hereby hires the Employee as domestic helper to perform the following duties for the Employer and his/her family:
  - a. COOK
  - b. Clean the house
  - c. Take care of Laundry
  - d. \_\_\_\_\_
2. The Employee shall be employed by the Employer for at least (2) years, subject to renewal upon agreement of both parties;
3. The Employee shall receive a monthly salary comparable to the prevailing monthly minimum wage in place of employment which shall not in any case be less than \$1,200.00 and receive an advance of one weekly/monthly salary upon arrival at the place of employment and provided further that:
  - a. The Employee's salary shall be computed on a per hour basis at the rate of \$8.00 per hour;
  - b. The Employee shall render a minimum of 5 days of service a week and be ready to tender at least 1½ hour of overtime work per day or a minimum of at least 40 hours overtime per month;
  - c. The Employee's overtime pay shall be computed at 1½ times the basic pay per hour.
4. The Employer shall provide the Employee with free furnished accommodation, food, and working clothes during the term of this contract.

5. The Employee will not accept any other employment while working for the Employer;
6. The Employer agrees not to withhold the passport of the Employee;
7. In the event the Employee suffers personal injury by accident or disease arising out of and in the course of employment, the Employer shall defray the expenses necessarily incurred by the Employee on account of medical treatment, including maintenance in hospital while he/she is incapacitated;
  - a.) The Employee shall be paid his/her basic wage for the duration of such illness or disability. Sick leaves with pay shall not exceed (30) days;
  - b.) In the event a medical practitioner certifies that in his opinion, the Employee is unfit for further service with the Employer, the Employer shall immediately take steps to provide the Employee food and return passage to the Philippines;
8. The Employer shall provide the Employee free passage to the place of employment and his/her repatriation to the Philippines without prejudice to any rights/claims that the Employer may have against the Employee.
9. The Employer shall assist the Employee in the regular remittance of at least 80% of his/her monthly salary to his/her beneficiaries in the Philippines through normal banking channels;
10. In the event the Employer wishes to terminate this contract, he/she shall give one (1) month notice in lieu thereof;

The Employer may terminate this contract without notice or payment in lieu of notice, if the Employee in relation to his/her employment,

- (i) willfully disobeys a lawful and reasonable order;
- (ii) commits misconduct such as fraud or dishonesty
- (iii) is habitually neglectful of his/her duty, or
- (iv) is unfit for further service as certified by a medical practitioner.

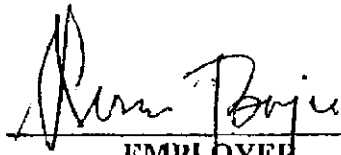
In the event the Employee wishes to terminate this contract, he/she shall give one (1) month notice to the Employer.

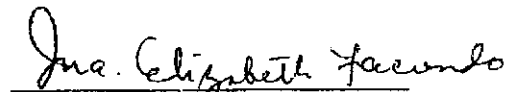
The Employee may terminate this contract without notice of forfeiture of wages if the Employee is subjected to inhuman treatment, unwarranted cruel punishment, physical abuse and mental anguish or, there is reasonable fear of physical harm by violence or disease while in the employ of the Employer or is required to perform other acts not within the scope of the regular working duties which are indecent, immoral and repulsive to basic human decency;

11. In the event of the death of the Employee during the period of employment, the Employer shall pay the cost of transporting the Employee's remains and personal property to the Philippines;

12. This contract shall take effect on the departure date of the Employee from Manila to NEW YORK.

IN WITNESS WHEREOF, the contracting parties having read carefully and fully understood the terms and conditions of this contract, hereunto set their signatures, the Employer on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, and the Employee on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

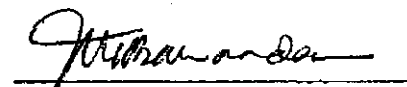
  
EMPLOYER

  
(Witness)

  
(Witness)

Signed after the provisions of this Contract were translated into my native dialect.

  
EMPLOYEE

  
(Witness)

  
(Witness)